CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000001608 White River Paper Company PO Box 455 White River Jct VT 05001 USA

| Contract ID | | Page | |
|--------------------------|----------------|-------------------------|---|
| 000000000000000000012861 | | 1 of | 3 |
| Contract Dates | | Origin | |
| 05/01/2008 to 04/3 | 0/2010 | CPS | |
| Description: | | Contract Maximum | 1 |
| CPS-POLYETHLEN | E WASTE LINERS | \$9,999,999.00 | |
| Buyer Name | Buyer Phone | Contract Status | |
| Laraway,Elizabeth | 828-4658 | Approved | |

Phone #: 802-295-3188

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|--------|-----------------------|---|-----|---------------|------------|------------|
| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
| 1 | 4013 | LINERS, WASTE POLYETHYLENE - SIZE: 36 X 60 GAUGE: .3 MIL EXTRA HEAVY DUTY 30% RECYCLED - BRAND/MANUFACTURER - MONUMENT | CS | 31.92000 | 0.00 | 0.00 |
| 2 | 4016 | POLYETHYLENE WASTE LINERS SIZE: 24 X 24 X 6, GAUGE: REG .00023, CAPACITY:10 GAL. PACKING: 1000/CS - 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 10.74000 | 0.00 | 0.00 |
| 3 | 4017 | POLYETHYLENE WASTE LINERS SIZE: 30 X 37 X 10, GAUGE: REG .00039, CAPACITY: 20-30 GAL. PACKING: 500/CASE COLOR NATURAL - 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | cs | 16.25000 | 0.00 | 0.00 |
| 4 | 4018 | POLYETHYLENE WASTE LINERS SIZE: 30 X 37 X 13 GAUGE: HVY .00047, CAPACITY: 20-30 GAL. PACKING: 500/CASE 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | cs | 21.26000 | 0.00 | 0.00 |
| 5 | 4019 | POLYETHYLENE WASTE LINERS SIZE: 33 X 40 X 11 GAUGE: REG .00039, CAPACITY: 33 GAL. PACKING: 500/CS - 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 21.31000 | 0.00 | 0.00 |
| 6 | 4022 | POLYETHYLENE WASTE LINERS SIZE: 40 X 48 X 16, GAUGE: EXHVY .00066, CAPACITY: 40-50 GALPACKING: 250/CSE - 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 22.35000 | 0.00 | 0.00 |
| 7 | 4024 | POLYETHYLENE WASTE LINERS SIZE: 38 X 60 X 17 GAUGE: EXHVY . 00066, CAPACITY: 55 GAL. PACKING: 200/CS - 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 22.62000 | 0.00 | 0.00 |
| 8 | 4025 | POLYETHYLENE WASTE LINERS SIZE: 38 X 60 X 6, MICRON: 22 , PACKING: 150/CS - 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 22.00000 | 0.00 | 0.00 |
| 9 | 4030 | POLYETHYLENE WASTE LINERS IN A ROLL SIZE: 43 X 48, 22 MICRON. GAUGE .86 CASE PACK: 150 COLOR: NATURAL 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 20.02000 | 0.00 | 0.00 |
| 10 | 8763 | LINERS, WASTE POLYETHLENE, SIZE 33" X 40", GAUGE 13 MICRONS, PACKED 500/CS 30% RECYCLED - BRAND/MANUFACTURER: BERRY/TYCO | CS | 25.28000 | 0.00 | 0.00 |

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR POLYETHLENE WASTE LINERS ISSUED FEBRUARY 26, 2008 AND VENDOR'S RESPONSE DATED MARCH 20, 2008.

THIS CONTRACT IS ISSUED FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

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| Description: | | | |
| Description: | | Contract Maximum | |
| Description: CPS-POLYETHLEN | IE WASTE LINERS | | |
| | IE WASTE LINERS Buyer Phone | | |

Phone #: 802-295-3188

| | | | Unit | Max | Max |
|----------------|--------------------------|------------------------------------|------------------|------------------|-----|
| Line # Item ID | Item Desc | UOM | Price | Qty | Amt |
| ATTACHMENT: PU | RCHASING AND CONTRACT AI | DMINISTRATION TERMS AND CONDITIONS | DATED 01/01/2007 | ARE ATTACHED AND |) |
| INCORPORATED A | S PART OF THIS CONTRACT. | | | | |

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END FO THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15 REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15 REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15 REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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| | Buyer Name | Buyer Phone | Contract Status | |
| | Laraway, Elizabeth | 828-4658 | Approved | |

Phone #: 802-295-3188 Unit Max Max Line # Item ID **UOM Price Item Desc** Qty Amt CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: **BETSY LARAWAY**

PURCHASING AGENT 802-828-4658 FAX # 802-828-2222 betsy.laraway@state.vt.us

AMENDMENT #1 - JANUARY 28, 2009 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR 1 EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO APRIL 30, 2010 UNDER THE SAME PRICING, TERMS

AND CONDITIONS.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

| NTRACTOR |
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